

SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH AND MONTGOMERY TOWNSHIP FOR ANIMAL CONTROL SERVICES

This Agreement, made this ____ day of _____, 2019, by and between the Borough of Pennington, a municipal corporation having its principal place of business at 30 North Main Street, Pennington, NJ 08534, (“the Borough”) and the Township of Montgomery, a municipal corporation having its principal place of business at 2261 Van Ilorne Road - Route 206 North, Belle Mead, NJ 08502 (“Township”);

WHEREAS, the Township provides animal control services to its municipality in compliance with the standards set forth in NJSA 4:19-15.16 and NJAC 8:23A -1.1-1.13, including the impoundment and housing of animals at a kennel; and

WHEREAS, the Borough desires to have the Township provide animal control services, as described in more detail below, for a fee;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. SCOPE OF SERVICES.

1. The Township will provide a licensed Animal Control Officer for the following services:

- Capture and impound stray animals and unlicensed dogs as required by law.
- Care for, feed, and maintain the sanitation of animals in the Township’s designated kennel facility and observe their physical condition and behavior.
- Contact veterinarian when necessary.
- Capture, impound, and arrange for humane destruction of suspected rabid animals
- Transport suspected rabies specimens for analysis at the State Public Health Laboratory
- Investigate potentially dangerous dog incidents
- Investigate animal neglect and cruelty incidents
- Investigate complaints regarding stray animals, and licensed and unlicensed domesticated animals.
- Follow-up of routine dog bites, monitoring and release from home confinement
- Issue summons for violations of local or state animal control regulations.
- Promote the adoption of animals and support their spaying and

neutering.

2. The Township Animal Control Officer will impound and otherwise house animals from the Borough as needed at the Township's designated kennel facility, and will provide all normal and customary kennel services provided to other impounded animals.
3. The Township will provide Animal Control services for the Borough equivalent to its own municipality, including manpower, vehicle costs, veterinarian bills, euthanasia costs, adoption costs, etc.
4. Borough residents redeeming or surrendering animals must pay the Township applicable shelter fees. These fees will be retained by the Township as a host community benefit.
5. Determination of adoptability or need for euthanasia of any animal will be at the discretion of the Township Animal Control Officer, subject to applicable state laws.
6. The Township Animal Control Officer will provide coverage for after-hours animal control emergency response in the Borough. An emergency consists of:
 - Any sick or threatening animal
 - Animal cruelty
 - Bats in house if there is possible exposure
 - Dogs at large that are being held by resident or police
7. The Township Animal Control Officer will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location by mutual agreement. The Borough is responsible for providing clerical/administrative support for this clinic.
8. The Township Animal Control Officer will provide a quarterly report documenting its activities to the Borough, and will maintain associated files according to New Jersey Records Retention standards.
9. This Agreement does not create an employment relationship between the Township's Animal Control Officer and the Borough. While performing duties in the Borough, the Township's Animal Control Officer shall be

compensated according to the terms of his employment with the Township.

10. While on duty rendering assistance to the Borough, to the extent permitted by law, the Township's Animal Control Officer shall have the same powers, authority and immunities as Borough personnel, and shall act as the Borough's agent, pursuant to N.J.S.A. 40A:65-7(d).

B. EXCLUSIONS.

11. The following services are excluded from this Agreement:

- Dog licensing
- Nuisance wildlife not presenting a threat to public health and safety
- Deer Carcass removal
- Dog census (available for an additional fee under a letter of agreement)
- Preparation of Initial "Notice of Bite and Confinement" reports to be forwarded to Animal Control for follow up
- Activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies. Township policy does not support managed feral cat colonies. Township policy does not recognize managed feral cat colonies, but encourages responsible pet ownership.

C. EFFECTIVE DATE/TERMINATION.

12. This Agreement is for a three (3) year period, beginning on January 1, 2020 and ending on December 31, 2022. Each party shall notify the other in writing 60 days before the expiration of this Agreement if it desires to renew the Agreement.

D. FEES.

13. The Borough shall pay the Township at the following rate for the services described in this Agreement:

January 1, 2020 - December 31, 2020:	\$11,600.00
January 1, 2021 - December 31, 2021:	\$11,800.00
January 1, 2021 - December 31, 2022:	\$12,000.00

The fee shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect.

E. LIABILITY/HOLD HARMLESS.

14. Montgomery Township and Pennington shall each be responsible for their own negligent acts and omissions arising out of or relating to the performance of this agreement, consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 *et seq.* Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees and their successors and assigns, from and against all liability, claims, suits, demands, actions or causes of action of any kind and nature for any such negligent acts and omissions.

F. MISCELLANEOUS.

15. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
16. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.
17. Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.
18. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.

19. The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.
20. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudges and the remainder of this Agreement shall be deemed valid and effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written.

ATTEST:

BOROUGH OF PENNINGTON

Elizabeth Sterling, Borough Clerk

Joseph Lawver, Mayor

ATTEST:

TOWNSHIP OF MONTGOMERY

Donna Kukla, Clerk

Sadaf Jaffer, Mayor